

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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:
ANTHONY BELFIORE, on behalf of himself and :
all others similarly situated, :

Plaintiff, :

- against - :

THE PROCTER & GAMBLE COMPANY, :

Defendant. :
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Case No. 14-cv-4090 (JBW)

**DECLARATION OF CAROL A.
SCOTT, PH.D.**

I, Carol A. Scott, Ph.D., hereby declare:

1. I am Professor of Marketing Emeritus at the Anderson Graduate School of Management at UCLA and an expert in marketing strategy and consumer and market research.

2. I submit this Declaration in support of The Procter & Gamble Company's ("P&G") Motion to Decertify the Classes.

3. I have been asked by counsel for P&G to calculate total alleged price premium damages and statutory damages for sales of Charmin Freshmates wipes to New York consumers between May 23, 2011 and March 11, 2017 (the "Class Period"). For purposes of these calculations only, I have been asked to accept as true the method and data used by and price premium conclusion reached by plaintiff's expert Colin Weir.

4. According to the IRI databases used by Mr. Weir, P&G sold 2,258,139 units of Charmin Freshmates wipes in New York during the Class Period. *See* Belfiore_PG_IRI0001 and Subpoena - Moist Towelettes - Updated HIGHLY CONFIDENTIAL AEO.xlsx

5. Also according to the IRI databases, Charmin Freshmates wipes sold at an average price of approximately \$4.67 per unit during the Class Period in New York. *See*

Belfiore_PG_IRI0001 and Subpoena - Moist Towelettes - Updated HIGHLY CONFIDENTIAL
AEO.xlsx

6. In his expert report, Mr. Weir concludes that “[a] wipe labeled ‘Flushable’ carries a 7.95% price premium over a standard wipe with no claim about its flushability.” *See* ECF No. 295-1 at 18.

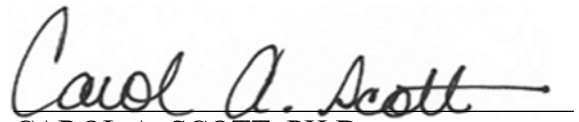
7. Assuming for these purposes only the correctness of Mr. Weir’s method, data, and price premium conclusion results in a price premium of approximately \$0.37 per Charmin Freshmates unit sold in New York during the Class Period, which totals to approximately \$838,085 for New York consumers who purchased Charmin Freshmates during the Class Period.

8. I also understand that plaintiff is seeking statutory damages of \$50 per Charmin Freshmates unit sold in New York during the Class Period. *See* ECF No. 295-1 at 19.

9. Assuming that Mr. Weir’s method and data is correct results in a total of \$112,906,950 in statutory damages for New York consumers.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th day of August 2019.


CAROL A. SCOTT, PH.D.